

INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

Form Approved
OMB No. 9000-0002
Expires Sep 30, 2000

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER N00178-03-R-1044	2. (X one)	3. DATE/TIME RESPONSE DUE 18 JULY 2003/1400 EDST
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" is applicable to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Responses must set forth full, accurate, and complete information as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submission, Modification and Withdrawal of Bid" or "Instructions to Offerors - Competitive Acquisitions".

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i> Naval Surface Warfare Center, Dahlgren Division Attn: XDS105 (Vaughan) 17320 Dahlgren Rd., Dahlgren, VA 22448-5100	5. ITEMS TO BE PURCHASED <i>(Brief description)</i> MK4 and MK5 Re-entry Bodies (Heatshields)
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6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS	% SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE SIC CODE IS: _____
<input type="checkbox"/> c. THIS PROCUREMENT IS	% SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE SIC CODE IS: _____
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION This Solicitation is issued on a Sole Source basis to: HITCO Technologies, Inc. 1600 West 135th Street Gardena, CA 90249-2506

8. POINT OF CONTACT FOR INFORMATION	
a. NAME <i>(Last, First, Middle Initial)</i> Vaughan, George R (Code XDS105)	b. ADDRESS <i>(Include ZIP Code)</i> Naval Surface Warfare Center, Dahlgren Division 17320 Dahlgren Road Dahlgren, VA 22448-5100
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> 540-653-7094	d. E-MAIL ADDRESS vaughangr@nswc.navy.mil

9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/> e. OTHER <i>(Specify)</i>	

10. MAILING LIST INFORMATION <i>(X one)</i>
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS <i>(Include ZIP Code)</i>

c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED <i>(YYYYMMDD)</i>

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A2	PAGE OF PAGES 1 52
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00178-03-R-1044	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03 June 2003	6. REQUISITION/PURCHASE NUMBER NA	
7. ISSUED BY Contracting Officer Naval Surface Warfare Center, Dahlgren Division 17320 Dahlgren Road Dahlgren, VA 22448-5100		CODE N00178	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 962 until 2:00 local time 18 July 2003
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME G. R. VAUGHAN	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER 540 653-7094	C. E-MAIL ADDRESS vaughangr@nswc.navy.mil

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
<i>(See Section I, Clause No. 52-232-8)</i>				

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR ANNUAL RENEWAL

YOU MUST CONFIRM YOUR REGISTRATION IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE OR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) MAY NOT PROCESS YOUR INVOICE. YOU MAY OBTAIN MORE INFORMATION ON THIS ANNUAL RENEWAL CONFIRMATION PROCESS BY CALLING 1-888-227-2423 OR VIA THE INTERNET AT <http://www.ccr2000.com/>

EFTS

ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS ARE BASED ON THE EFT INFORMATION CONTAINED IN THE CCR DATABASE. IT IS CRITICAL THAT YOU ENSURE THAT YOUR EFT INFORMATION IN THE CCR DATABASE REMAINS CURRENT AND CORRECT.

YOU CAN REGISTER AT THE FOLLOWING WEB SITE TO MONITOR THE STATUS OF YOUR INVOICES. THIS IS THE VENDOR PAY INQUIRY SYSTEM-MOCAS USER REGISTRATION. <http://vendorpay.dfas.mil/newuser>

SECTION B Supplies or Services and Prices

ITEM	DESCRIPTION	QUANTITY	AMOUNT
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BASE PERIOD – 01 OCTOBER 2003 THROUGH 30 SEPTEMBER, 2004

0001	The contractor shall perform tasks, as specified in Section C, to further the development and Fabrication Techniques for Reentry Heat Shield Material candidates. Emphasis shall be Approximately 60% on the MK IV, And 40% on the Mark V. Task direction shall be provided via Technical Direction Letters from the Contracting Officer.	1 LOT	Est Cost Fixed Fee Total EC + FF
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0002	Data, IAW DD Form 1423, Attachment J.2	NSP	
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OPTION I - 01 OCTOBER 2004 THROUGH 30 SEPTEMBER 2005

0003	The contractor shall perform tasks, as specified in Section C, to further the development and Fabrication Techniques for Reentry Heat Shield Material candidates. Emphasis shall be Approximately 60% on the MK IV, And 40% on the Mark V. Task direction shall be provided via Technical Direction Letters from the Contracting Officer.	1 LOT	Est Cost Fixed Fee Total EC + FF
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0004	Data, IAW DD Form 1423, Attachment J.2	NSP	
------	----------------------------------------	-----	--

OPTION II - 01 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006

- | | | | |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------------------------------|
| 0005 | The contractor shall perform tasks, as specified in Section C, to further the development and Fabrication Techniques for Reentry Heat Shield Material candidates. Emphasis shall be Approximately 60% on the MK IV, And 40% on the Mark V. Task direction shall be provided via Technical Direction Letters from the Contracting Officer. | 1 LOT | Est Cost
Fixed Fee
Total EC + FF |
| 0006 | Data, IAW DD Form 1423, Attachment J.2 | NSP | |

OPTION III - 01 OCTOBER 2006 THROUGH 30 SEPTEMBER 2007

- | | | | |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------------------------------|
| 0007 | The contractor shall perform tasks, as specified in Section C, to further the development and Fabrication Techniques for Reentry Heat Shield Material candidates. Emphasis shall be Approximately 60% on the MK IV, And 40% on the Mark V. Task direction shall be provided via Technical Direction Letters from the Contracting Officer. | 1 LOT | Est Cost
Fixed Fee
Total EC + FF |
| 0008 | Data, IAW DD Form 1423, Attachment J.2 | NSP | |

OPTION IV - 01 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008

0009	The contractor shall perform tasks, as specified in Section C, to further the development and Fabrication Techniques for Reentry Heat Shield Material candidates. Emphasis shall be Approximately 60% on the MK IV, And 40% on the Mark V. Task direction shall be provided via Technical Direction Letters from the Contracting Officer.	1 LOT	Est Cost Fixed Fee Total EC + FF
0010	Data, IAW DD Form 1423, Attachment J.2	NSP	

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. Background

C.1 General. The materials used for the current heatshield systems are rayon-based carbon phenolics (CP's). These heatshield materials may be changing with time in the operational environment and the rayon used in their manufacturing is no longer available. To support possible future retrofit of heatshield components and the development of enhancements for the reentry systems, a concerted effort must be carried out to find alternative materials. This engenders a demand for continued search of alternate reinforcing fibers, fillers and matrix materials. Also important are the techniques used to process these materials into structurally and thermochemically efficient materials.

The main role of a heatshield is thermal protection for the substructure – to provide an acceptable backface temperature. A heatshield assembly must have (and retain) sufficient mechanical strength to withstand mission-related shear and body forces, as well as mounting-related thermal and mechanical stresses. The heatshield should not degrade vehicle dynamics by changing the roll characteristics of the body. Under ablation conditions, good char retention and limited shape change can be important to minimize degradation of aerodynamic performance. Areal density, as determined by specific weight and component thickness is important. Joints and attachments are a design issue. Dimensional stability of the CP material (as affected by storage environments and mid-mission conditions) will also be considered, to avoid mechanical incompatibility with the substructure and adjacent components (e.g. antenna window).

The objective of this contract is to develop a replacement material for the SLBM Reentry Body Heatshield. This objective will be accomplished through material analysis, material fabrication, and testing. The candidate material selection shall be accomplished through a collaborative effort between the Government and Contractor. Based on the results of testing and analysis, additional material candidates shall be selected, fabricated and tested until such time that an adequate replacement material is identified. Performance, as well as producibility, availability of materials, and affordability will be significant factors in the selection of the final replacement materials. Movement from one task to another shall be directed through letters of Technical Direction to the Contractor from the Government.

While the main objective of this effort is to develop a replacement material for the SLBM Reentry Body Heatshield, a low cost heatshield development effort must also be defined and pursued. Material fabrication techniques and manufacturing changes such as invoking various levels of automation shall be investigated to see if lower cost heatshield material replacement can be produced. There shall be a continuous investigation of promising materials that have the potential of being a better, less costly replacement. This shall be an ongoing effort, inherent in each subtask set forth in this Section C.

C.2 Specific Tasks. The Contractor shall perform specific tasks as set forth herein, or variations of these tasks based on information provided in the Technical Direction specific to each task.

C.3 Development of Tooling and Manufacturing Capability to Wrap Carbon Phenolic Heatshields

C.3.1 Mk5 Forward Heatshield Tooling

The contractor shall develop the tooling and manufacturing capability to wrap Mk5 Forward Heatshield frusta made from rayon and non-rayon fiber composite materials, i.e. VCB20, T300, or equivalent material as specified by the COR.

C.3.2 Mk5 Aft Heatshield Tooling

The contractor shall develop the tooling and manufacturing capability to wrap Mk5 Aft Heatshield frusta made from rayon and non-rayon fiber composite materials, i.e. VCB20, T300, or equivalent material as specified by the COR.

C.3.3 Mk4 Aft Heatshield Extension Tooling

The contractor shall develop the tooling and manufacturing capability to wrap a Mk4 Aft Heatshield Extension frusta made from rayon and non-rayon fiber composite material, i.e. AVTEX Rayon fiber, VCB20 Pitch fiber, or equivalent material as specified by the COR.

C.3.4 Tooling for Special Flight Tests

The contractor shall develop the tooling and manufacturing capability for special flight hardware used on flight tests. This hardware will be made from the material specified by the COR.

C.4 The contractor shall supply Carbon Phenolic materials in the forms of warp-aligned plates, 20° shingle plates, cylinders, forward and aft frusta, and miscellaneous material samples. The exact number, size, and materials used to make these articles will be specified by the COR.

C.5 Alternate/Low Cost Heatshield Fabrication Task Definition

The contractor shall continue to develop and fine-tune the alternate/low cost heatshield fabrication plan.

C.5.1 The contractor shall continue to develop alternate approaches to manufacturing new heatshields that will save production time and thus result in lower costs to the NAVY. Innovative ideas that have a potential to reduce costs should be included in this plan. If there are a number of ways to start this process, the contractor should order the approaches as a function of cost savings and risk to make finished heatshield frusta. A milestone chart should be laid out for manufacturing plates, cylinders, and frusta for completing this task over the length of this contract. These plates, cylinders, and frusta will be mechanically and thermally characterized at SoRI and ablation tested in the arc at AEDC. As a result of this testing the best approach and fiber composite material will be identified for producing a low cost heatshield for the future. During the manufacturing processes, the contractor shall continually investigate and incorporate new and improved manufacturing and production techniques to lower the costs of the heatshields. Such things as process automation shall be primary in this investigation, with the goal of improving the product, and increasing the ability to manufacture identical products.

C.6 Special Studies Performed by the Contractor

These are studies that the Contractor and COR feel are needed to make a decision on something that is needed in a timely manner. These studies will be defined by the Contractor and the COR.

C.7 Purchase of long led time Materials

The Contractor upon direction of the COR shall buy long led time replacement candidate heatshield material to be tested at a later time.

C.8 Heatshield Development Team Support

The contractor shall attend periodic technical interchange meetings to go over problems and results of the Characterization and Q/A test program of the contractor, the physical examination and mechanical and thermal testing of heatshield materials at Southern Research Institute (SoRI), and the results of the arc testing at AEDC. The contractor shall plan on hosting one meeting a year, attending one meeting a year at SoRI, attending one meeting at Lockheed Sunnyvale, and attending two meetings a year at NSWC (Nebraska Ave.). The trips should be costed for two (2) people attending these meetings, and the length of each meeting should be 2 working days plus travel time. This will be the average schedule of meetings per year for the five-year contract.

C.9 Quality Assurance and Characterization Testing

Quality Assurance and Characterization Testing shall be performed on all plates, cylinders, and frusta made of rayon and non-rayon fiber composite material produced by the contractor. This testing should include physical examination of the manufactured pieces, and tag end testing to determine density etc. The Contractor and the COR will determine what Q/A testing is to be performed on each piece of hardware produced by the Contractor.

C.10 Drying Program

The Contractor will be involved and contribute to the Heatshield Drying Program. The Contractors inputs and contributions will be determined by the COR and other people involved in the drying program at Nebraska Ave, K08 Reentry Systems Office.

SECTION D Packaging and Marking

MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)

(a) Marking shall be in accordance with ASTM Designation D 3951-90, "Standard Practice for Commercial Packaging."

(b) Additional markings are stated below:
NONE

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: _____
(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

PREPARATION FOR DELIVERY (COMMERCIALY PACKAGED ITEMS)

Preservation, packaging and packing shall be in accordance with ASTM Designation D 3951-95 "Standard Practice for Commercial Packaging."

HAZARDOUS MATERIALS (JAN 1992) (NAVSUP)

- (a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD 129-1 and all applicable government and carrier regulations in effect at time of shipment.
- (b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF APPLICABLE SHIPMENT REGULATIONS

- | | |
|-------------------------------|---------|
| 1. Domestic | A |
| 2. Domestic Air Commercial | A, B, C |
| 3. Domestic Air Military | A, F |
| *4. Export Surface | A, E, G |
| *5. Export Air Commercial | A, D, G |
| *6. Export Air Military (MAC) | F, G |

LIST OF REGULATIONS

- A. Code of Federal Regulations Title: 49 Transportation Parts 100-199.
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82.
- C. Official Air Transport Restricted Articles Circular No. 6-D.
- D. International Air Transport Association Restricted Articles Regulations.
- E. International Maritime Dangerous Goods Code.
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment
- *G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
All	Origin	DCMC QAR	Origin	DCMC QAR

CLAUSES INCORPORATED BY REFERENCE:

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

SECTION F Deliveries or Performance

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY. (JUL 1995)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

Delivery shall occur throughout the five year duration of the contract. Individual TDLs shall contain target delivery schedules for the task(s) contained in the TDL.

DURATION OF CONTRACT PERIOD

This contract shall become effective on 01 October 2003 or on the date of the award, whichever is later, and shall continue until 30 Sept 2008.

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000

Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

- (a) Name: G. R. Vaughan or any NSWCD Contracting Officer
 Address: Code XDS105
 Dahlgren Division
 Naval Surface Warfare Center
 17320 Dahlgren Road
 Dahlgren, Virginia 22448-5100
 Phone: (540) 653-7094; FAX: (540) 653-7088
 E-mail: gvaughan@nswc.navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued there under and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Administrative Contracting Officer (ACO)

- (a) To be Designated at Time of Award

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Contracting Officer's Representative (COR):

- (a) To be Designated at Time of Award

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this contract.

Paying Office

(a) To be Designated at Time of Award

(b) The Paying Office makes all payments under the contract.

ADDRESS TO WHICH PAYMENT WILL BE MADE:

To be Designated at Time of Award

Ddl-G12 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within 30 days after award of the contract. The conference will be held at the Contractor's facility.

(b) The contractor will be given 5 working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCD when NSWCD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at [*]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

[*] -- to be specified at contract award]

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [_] copies, to the contract auditor* at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is

provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

_____ is required only with the final invoice.

_____ is not required.

(f) A Certificate of Performance

_____ shall be provided with each invoice submittal.

X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

CONSENT TO SUBCONTRACT

The following subcontractors were evaluated during contract negotiations.

List proposed subcontractors'
names/divisions and addresses.

This evaluation satisfies the requirements for advance notification or consent pursuant to FAR 52.244-1, 52.244-2, or 52.244-3.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (MAY 1993)

(a) Performance of the work hereunder shall be subject to written technical instructions signed by the Contracting Officer. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

PERSONNEL QUALIFICATIONS (MINIMUM REQUIREMENT) (MAY 1993)
(NSWCDD)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, education, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner.

(b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Contracting Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have other wise become unavailable to perform under reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer's for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's Discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

KEY PERSONNEL - The offeror shall submit one resume for each of the labor categories set forth in the Section L Clause titled ESTIMATED LEVEL OF EFFORT (MAY 1993) (NSWCDD).

SUBSTITUTION OR ADDITION OF PERSONNEL

(a) The offeror agrees to make every effort to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements that were submitted as required to fill the requirements of the contract.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall notify the PCO in writing. The contractor shall provide evidence that the qualifications of the alternate personnel meet or exceed those required to perform the contract effort to which he/she is assigned.

(c) Names and qualifications of alternate personnel shall be submitted in writing to the Contracting Officer at least fifteen (15) days prior to assignment. Comments, if any, relative to

the qualifications of alternate personnel shall be submitted to the contractor within five (5) working days. Lacking comments from the PCO, the contractor shall assume concurrence and proceed with substitute personnel.

NAVSEA 5252.237-9106 CHANGES IN KEY PERSONNEL (JUN 1996)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) the hourly rates of the incumbent and the proposed substitute; and (4) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

PENSION PLAN TERMINATION (MAY 1993) (NSWCDD)

If the contractor terminates a defined benefit pension plan via a transaction which results in any excess assets, NSWCDD shall receive a credit or refund for its equitable share of the proceeds. The credit or refund to NSWCDD shall be the product of the termination proceeds and the weighted average share of NSWCDD's participation in total contractor pension costs. NSWCDD's participation shall be based upon the ratio of pension expense absorbed by NSWCDD contracts to total pension expense for the life of the plan. If the pension expense ratio cannot be readily determined, then a surrogate, as determined by the Contracting Officer, such

as total sales or cost input, may be used as long as it achieves an equitable result. The credit due to NSWCCD shall be payable in full immediately upon plan termination, and will include interest at the rate specified by the Secretary of the Treasury pursuant to 50 U.S.C. App. 1215(b)(2) from the date of plan termination until the date of receipt by NSWCCD.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).
- (d) LEVEL OF SECURITY CLEARANCE
- (e) WORK EXPERIENCE -- Show experience and dates as follows:
Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

- (f) EDUCATION -- Show all post-secondary as follows:
Degree(s); Date(s); Institution; Major/Minor

If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work experience(s) shall be described at the level of detail discussed above or it may not be evaluated. Experience cited as a substitute for the degree qualification may not also be credited toward fulfillment of labor category experience requirements. Specific

classes submitted for consideration shall be identified together with applicable training institution and completion date.

MINIMUM REQUIREMENTS

SECURITY CLEARANCE - The offeror's facility must be cleared at the SECRET level. All personnel must also have SECRET clearances in order to be eligible to receive an award based on this solicitation.

Ddl-H43 REQUIRED INSURANCE

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)

(a) "*Hazardous material*," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material <i>(If none, insert "None")</i>	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any

hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")			ACT	

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZONE Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996

52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights – Retention by the Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-1	Changes – Fixed Price (Aug 1987) – ALT V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-	JAN 1986

	Material, or Labor-Hour Contracts) (Deviation)	
52.246-23	Limitation Of Liability	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-2	Termination for Convenience of the Government (Fixed Price)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7002	Safety Precautions For Ammunition and Explosives	MAY 1994
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program	OCT 2002
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7016 Alt I	Restriction on Acquisition of Ball and Roller Bearings (Dec 00) Alternate I	DEC 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995

252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)
(NAVSEA VARIATION) (FEB 1994)

(a) The Government may extend the term of the contract by written notice(s) to the Contractor within the period(s) specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S)	LATEST OPTION EXERCISE DATE
0003	01 OCT 2004
0005	01 OCT 2005
0007	01 OCT 2006
0009	01 OCT 2007

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years.

SECTION J List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 – Contract Security Classification Specification, DD254

Attachment J.2 – Contract Data Requirements List, DD1423

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile:

Email:

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned

business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS
PRICE
ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City,
State, County, Zip Code)**

**Name and Address of Owner and Operator
of the Plant or Facility if Other Than
Offeror or Respondent**

(End of provision)

52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION
(OCT 1997)

The offeror has [check the appropriate block]:

_____ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ (insert date of signature on submission) that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows (insert changes that affect only this proposal; if "none," so state):

_____ (b) Enclosed its annual representations and certifications.

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

() is () is not a historically black college or university;
() is () is not a minority institution.

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO
or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant
ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost

accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.225-7006 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

a) Definitions. Caribbean Basin country end product, designated country end product, domestic end product NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S. made end product have the meanings given in the Buy American Act--Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as “U.S. made end products” but do not meet the definition of “domestic end product”:

(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number)

(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

(insert line item number)

(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number)

(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin)

(vi) The following supplies are other nondesignated country end products.

Insert line item number Insert country of origin

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

(a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

(1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

(2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) TECHNICAL PROPOSAL

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

(2) The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to

whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

(3) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

(4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

(5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

(6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(c) COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	1
Volume II, Technical Proposal	1	4
Volume III, Cost or Price Proposal	1	4

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

ESTIMATED LEVEL OF EFFORT (MAY 1993) (NSWCDD)

(a) It is estimated that the following effort will be required by the contractor for performance of the work specified herein:

(b) This estimate is furnished for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely and comparable evaluation of proposals by the Government.

LABOR CATEGORY	CLIN 0001	CLIN 0003	CLIN 0005	CLIN 0007	CLIN 0009
ENGINEERING					
P.M./ENG/TOOL DESIGN	2700	2700	2700	2700	2700
ENGINEERING TECH	1600	1600	1600	1600	1600
MANUFACTURING					
FACTORY	1000	1000	1000	1000	1000
MACHINE PLASTICS	1000	1000	1000	1000	1000
LAB/RECORD/NDT/ INSPECTION	200	200	200	200	200
QA ENGINEERING	200	200	200	200	200

COST PROPOSAL PREPARATION REQUIREMENTS (MAY 1993) (NSWCDD)

(a) An offeror's proposal is presumed to represent the best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and estimated cost-plus-fixed-fee should be explained in the proposal. For example, if a corporate policy decision has been made to absorb a portion of the estimated cost-plus-fixed-fee, that should be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and the ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

(b) The contract pricing proposal with supporting schedules and cost or pricing data in sufficient detail including basis for rates, to substantiate the pricing proposal.

(c) The cost proposal shall be prepared indicating cost elements and subtotals for each of the basic years and each of the option years, (if applicable) and a total for the basic contract plus any options.

(d) Provide the name, address, and telephone number of the cognizant Government Audit Agency Office and Contract Administration Office.

(e) Direct Labor. Detail direct labor as follows:

(1) The cost proposal shall reflect actual rates expected to be expended in performing the proposed contract; e.g., actual hourly rates for personnel for which the offeror provided resumes if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification/labor category. Include the escalation rate per year and the historical actual for the escalation rate over the past three (3) years.

(f) Subcontracting Costs. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the responsibility of the prime contractor and higher-tier-subcontractor to review and evaluate the subcontract cost data and furnish the results of such review and evaluation to the Government as part of the offeror's cost proposal.

(g) Consultants. If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants; i.e., time.

(h) Indirect Cost - The offeror shall clearly identify all proposed indirect cost, along with the supporting rationale. The following table sets forth the estimated cost for materials, for the base and each option period of performance. Your cost proposal should reflect this cost, along with any indirect cost associated with materials such as freight, material handling, material overhead, etc.

CLIN	CLIN 0001	CLIN 0003	CLIN 0005	CLIN 0007	CLIN 0009
MATERIAL COST	\$310,000.00	\$310,000	\$310,000	\$310,000	\$310,000

(i) Indirect Rates. List the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates and actual (audited and unaudited). If rates are negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained. This section shall also include historically proposed, DCAA recommended and actual (audited and unaudited) indirect rates experienced by the contractor within the past three years and the basis for any changes to these rates.

(j) Facilities Capital Cost of Money. The offeror shall provide a completed DD Form 1861 - Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the cost proposal.

CERTIFIED COST AND PRICING DATA REQUIRED (MAY 1993) (NSWCDD)

(a) The offeror must submit a SF-1411 as part of Volume III of their proposal in accordance with the instructions contained in FAR 15.804-6. Prior to award the accuracy, currency and completeness of such data shall be certified by the offeror using the form set out in FAR 15.804-4.

(b) If the offeror claims an exemption from cost or pricing data requirements on the ground that his contract price is based on an established catalog or market price, or on a price set by law or regulation, he shall submit a SF 1412 in accordance with FAR 15.804-3.

Ddl-L31 COST PROPOSAL – SPECIFIC REQUIREMENTS – COMPLEX SUPPLIES/R&D ITEMS

The cost proposal must provide breakdowns for the following basic cost elements, as applicable:

(a) Purchased/Subcontracted Materials and Services. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost proposal submissions. Submit the subcontractor cost or pricing data as part of your own cost or pricing data. These requirements also apply to all subcontractors if required to submit cost or pricing data.

(1) Adequate Price Competition. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable

competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

(2) All Other. Provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

(b) Direct Labor. Provide per CLIN breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

(c) Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Offerors shall list proposed indirect rates, DCAA recommended rates and actual rates (audited and unaudited). If rates are negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained. This section shall also include historically proposed, DCAA recommended and actual (audited and unaudited) indirect rates experienced by the contractor within the past three years and the basis for any changes to these rates.

(d) Other Costs. List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

(e) Facilities Capital Cost of Money. When you elect to claim facilities capital cost of money as an allowable cost, you must submit DD Form 1861 and Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

Ddl-L36 COST PROPOSAL – SPECIFIC REQUIREMENTS – START DATE FOR USE IN COST PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract

performance start date of 01 October 2003. This date is only an estimate of the anticipated contract performance start date and will be used for the purpose of proposal evaluation only. A definitive contract performance start date will be incorporated into the contract award document.

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offer shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commander, Naval Surface Warfare Center, Dahlgren Division
Attn: Code XDC1
17320 Dahlgren Road
Dahlgren, VA 22448-5100

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

DEPARTMENT OF DEFENSE #006-03 CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>					1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; font-weight: bold;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; font-weight: bold;">SECRET</div>																																																																																																																	
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<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER		<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYYYMMDD) 031001																																																																																																																
	b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO.	DATE (YYYYMMDD)																																																																																																																
	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)																																																																																																																
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under <u>N00178-98-C-1004</u> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.																																																																																																																						
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.																																																																																																																						
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>																																																																																																																						
a. NAME, ADDRESS, AND ZIP CODE HITCO CARBON COMPOSITE, INC. 1600 W. 135TH STREET GARDENA, CA 90249-2506			b. CAGE CODE 78741	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DEFENSE SECURITY SERVICE 1149 W. 190TH ST., #2026 GARDENA, CA 90248																																																																																																																		
7. SUBCONTRACTOR																																																																																																																						
a. NAME, ADDRESS, AND ZIP CODE THIS DD 254 IS A GUIDE FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE ISSUED UPON AWARD OF CONTRACT.			b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>																																																																																																																		
8. ACTUAL PERFORMANCE																																																																																																																						
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Develop a replacement material for the SLBM Reentry Body Heatshield.																																																																																																																						
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12. **PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (*Specify*)

COMMANDER, DAHLGREN DIVISION
NAVAL SURFACE WARFARE CENTER, CODES CD206 AND K08
DAHLGREN, VA 22448-5100

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

SEE ATTACHED PAGE

JEFFERY M. ETHERIDGE, Code K083, (540)653-0306
Contracting Officer's Representative

Estimated completion date: 080930

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No
(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL
GLORIA E. ELMORE

b. TITLE
Contracting Officer's Security Representative

c. TELEPHONE (*Include Area Code*)
(540)653-8723

d. ADDRESS (*include Zip Code*)
COMMANDER, DAHLGREN DIVISION
NAVAL SURFACE WARFARE CENTER, CODE XDC94
DAHLGREN, VA 22448-5100

e. SIGNATURE

Gloria E. Elmore

17. **REQUIRED DISTRIBUTION**

- ☒ a. CONTRACTOR
☐ b. SUBCONTRACTOR
☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
☒ e. ADMINISTRATIVE CONTRACTING OFFICER
☐ f. OTHERS AS NECESSARY

CONTINUATION SHEET - DD FORM 254

All reports containing scientific/technical information (both classified and unclassified) will be marked on both the cover and title page with the following distribution statement:

"Distribution authorized to U.S. GOVERNMENT AGENCIES AND THEIR CONTRACTORS ONLY; TEST AND EVALUATION"; (Date statement applied). Other requests for this document must be referred to Commander, Dahlgren Division, Naval Surface Warfare Center, Code K08, Dahlgren, VA 22448-5100.

All technical data provided to the contractor by the government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the contracting officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information as to preclude access by any person or entity not authorized such access by the government.

Due to the sensitivity of this program, no classified material received or generated under this contract will be transferred to any other contractor or agency without the approval of the Contracting Officer or Contracting Officer's Representative (COR).

Information on this contract is not releasable to personnel possessing reciprocal clearances without the written approval of NSWCCD.

All classified visit requests for other activities shall have "NEED-TO-KNOW" certified by the individual identified in Item 13. Visit requests for subcontractors to other activities will have "NEED-TO-KNOW" certified by the prime contractor. All requests shall contain the information required by Chapter 6, NISPOM. The time limit on all certifications shall not exceed the contract expiration date.

All classified visit requests for the Dahlgren Division, Naval Surface Warfare Center should be forwarded to the Visitor Control Office no later than five (5) working days prior to intended visit.

Any material produced under the terms of this contract will be classified directly from the source document(s) from which it was obtained. It will be marked with the most restrictive downgrading/declassification statement contained in such document.

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY:
TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM E. CONTRACT/PR NO. F. CONTRACTOR
CARBON PHENOLIC HEATSHIELD N00178-03-R-1044 HITCO CARBON COMPOSITES, INC

1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM PERFORMANCE AND COST REPORT	3. SUBTITLE
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80912		5. CONTRACT REFERENCE
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY
8. APP CODE A	11. AS OF DATE N/A	12. DATE OF FIRST SUBMISSION 45 DAC
		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK. 16
6. REQUIRING OFFICE NSWCDD K08		14. DISTRIBUTION
a. ADDRESSEE		b. COPIES
		Draft Final
		Reg Repro

16. REMARKS
THE REPORT SHALL PROVIDE FOR COST REPORTING OF INCURRED AND PROJECTED COST. THE REPORT SHALL PROVIDE:
A. AT CONTRACT INITIATION, BUDGET COST BASED ON CONTRACT PRICE PER MONTH.
B. ACTUAL COSTS INCURRED TO DATE
C. ESTIMATED COST TO COMPLETE, BASE ON INCURRED COST AND STATUS OF PHYSICAL COMPLETION BY MONTH
BLKS. 8 AND 10: GOVERNMENT REVIEW, COMMENTS AND APPROVAL REQUIRED; REVISIONS AS REQUIRED BASED ON GOVERNMENT COMMENTS.

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT	3. SUBTITLE
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227		5. CONTRACT REFERENCE
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY
8. APP CODE	11. AS OF DATE SEE BLK.	12. DATE OF FIRST SUBMISSION 45 DAC
		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK. 16
6. REQUIRING OFFICE NSWCDD K08		14. DISTRIBUTION
a. ADDRESSEE		b. COPIES
		Draft Final
		Reg Repro

16. REMARKS
BLKS. 11 AND 13: A REPORT COVERING THE PRECEDING MONTH'S EFFORT SHALL BE DUE NLT 45 DAC INITIATION AND EVERY MONTH THEREAFTER THROUGHOUT THE LIFE OF THE CONTRACT. MILESTONES AND OTHER DEVELOPMENTS SHALL BE REPORTED IMMEDIATELY FOLLOWING THE MONTH IN WHICH EACH RESULT WAS OBTAINED. A SINGLE MONTHLY REPORT ENCOMPASSING ALL ACTIVE DELIVERY ORDERS IS ACCEPTABLE.

G. PREPARED BY H. DATE I. APPROVED BY J. DATE
Jaf 5-15-03 James Fortune 5-15-03

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

ATTACHMENT (12)

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<p>A. CONTRACT LINE ITEM NO.</p>			<p>B. EXHIBIT</p>			<p>C. CATEGORY:</p> <p>TDP _____ TM _____ OTHER _____</p>		
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D. SYSTEM/ITEM CARBON PHENOLIC HEATSHIELD	E. CONTRACT/PR NO: N00178-03-R-1044	F. CONTRACTOR HITCO CARBON COMPOSITES, INC
----------------------------------------------	----------------------------------------	-----------------------------------------------

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A003	PRESENTATION MATERIAL	

4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373	5. CONTRACT REFERENCE	6. REQUESTING OFFICE NSWCDD K08
---------------------------------------------------------------	-----------------------	------------------------------------

7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION SEE BLK. 16		14. DISTRIBUTION	
8. APP CODE			11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK. 16		a. ADDRESSEE b. COPIES Draft Final ____ ____ ____ ____ ____ ____	

16. REMARKS	SEE BLK. 10		Reg	Repro
BLKS. 10, 12 AND 13: SUBMIT HARDCOPIES AND ELECTRONIC COPIES OF VUGRAPHS AND ANY OTHER REQUIRED TEXT MATERIALS PRESENTED AT EACH PROGRAM/DESIGN REVIEW MEETING THREE (3) DAYS PRIOR TO THE MEETING. ANY VUGRAPHS USED IN THE PRESENTATION SHALL BE PROVIDED UPON REQUEST OF THE NSWCDD TECHNICAL OFFICER.	NSWCDD:			
	K08			
	(ETHERIDGE)		1	0
1. DATA TRANSFER	2. TOTAL		1	

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	15. TOTAL
A004	TECHNICAL REPORT-STUDY/SERVICES	PRELIMINARY DRAFT OF TASK AREA TECHNICAL REPORT	1

4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE	6. REQUESTING OFFICE NSWCDD K08
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7. DO 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION	
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
					Final
					Reg. Repts.

18. REMARKS	Reg	Repro
BLK. 4: PREPARE A DRAFT IN CONTRACTOR FORMAT, DELETE ALL CONFLICTING REQUIREMENTS FROM THE DID.		
BLKS. 8 AND 10: GOVERNMENT REVIEW COMMENT AND APPROVAL REQUIRED; REVISIONS AS REQUIRED BASED ON GOVERNMENT COMMENTS. GOVERNMENT WILL REVIEW WITHIN THREE (3) WEEKS OF RECEIPT.		
BLK. 13: PRELIMINARY DRAFT DUE AT COMPLETION OF EACH TASK AREA INCLUDING ALL ITEMS REQUIRED BY THE SOW. SEE BLOCK 12 OF DATA ITEM A005 FOR DETAILS OF THE SUBMISSION OF THIS REPORT		
18. TOTAL	2	0

G. PREPARED BY		H. DATE	I. APPROVED BY	J. DATE
[Signature]		5-15-03	[Signature]	5-15-03

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE	
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE	
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(2 Data Items)

OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PRI No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM CARBON PHENOLIC HEATSHIELD		E. CONTRACT/PR NO. N00178-03-R-1044	F. CONTRACTOR HITCO CARBON COMPOSITES, INC.	
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE			
A005	TECHNICAL REPORT-STUDY/SERVICES				
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
DI-MISC-80508A				NSWCDD K08	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	
LT		OTIME	SEE BLK. 16		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
		N/A			Draft

10. REMARKS

BLK. 4: SEE PRELIMINARY DRAFT ENTRY IN CDRL A004. BLK. 12: FINAL DOCUMENT DUE THREE WEEKS AFTER RECEIPT BY THE CONTRACTOR OF FINAL GOVT. COMMENTS MADE AGAINST THE PRELIMINARY DRAFT. BLKS. 14 & 15: REPRO COPY IS CAMERA READY. IBM-COMPATIBLE FLOPPY DISK(S) (OR OTHER FORMAT IF SPECIFIED BY THE NSWCDD TECH. OFFICE BEFORE REPORT PREPARATION) CONTAINING THE TEXT SHALL BE DELIVERED UPON GOVERNMENT REQUEST. FINAL DOCUMENT MUST INCORPORATE/RESOLVE ALL REVIEW COMMENTS AGAINST THE PRELIMINARY DRAFT.

14. DISTRIBUTION			
a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
NSWCDD:			
K08			
(ETHERIDGE)		2	0
15. TOTAL		2	

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE		15. TOTAL	2								
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE									
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION									
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES								
16. REMARKS					<table border="1"> <tr> <td colspan="2">Draft</td> <td colspan="2">Final</td> </tr> <tr> <td>Req</td> <td>Rep</td> <td>Req</td> <td>Rep</td> </tr> </table>	Draft		Final		Req	Rep	Req	Rep
Draft		Final											
Req	Rep	Req	Rep										

18. REMARKS

G. PREPARED BY		H. DATE	I. APPROVED BY	J. DATE
[Signature]		5-15-03	[Signature: James Fortune]	5-15-03

17. PRICE GROUP
P
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE